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SERVICES

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

J. P., by and through his Guardian ad
Litem, SHANNON VILLANUEVA

Plaintiffs,

v.

COUNTY OF ALAMEDA, DIANE
DAVIS MAAS, SUE MAY, TRIAD
FAMILY SERVICES, MARIA REFUGIO
MOORE, and DOES 1-30, inclusive,

Defendants.

Case No. 4:17-cv-05679-YGR (SK)

**DECLARATION OF RONALD E.
ENABNIT IN SUPPORT OF DEFENDANT
TRIAD FAMILY SERVICES' MOTION
FOR SUMMARY JUDGMENT, OR, IN
THE ALTERNATIVE, PARTIAL
SUMMARY JUDGMENT**

Date: June 18, 2019
Time: 2:00 p.m.
Place: Courtroom 1 – 4th Floor
Oakland Courthouse
1301 Clay Street, Oakland, CA
Judge: Hon. Yvonne Gonzalez Rogers

Complaint filed: October 2, 2017
Trial Date: TBD

I, Ronald E. Enabnit, declare as follows:

1. I am an attorney at law duly licensed to practice before all courts of the State of California. I am Of Counsel with the law firm of Matheny Sears Linkert & Jaime, LLP, counsel of record for defendant Triad Family Services. I am familiar with the pleadings and records in this case, and the following is true of my own personal knowledge, except as to those matters which are based upon my information and belief. I personally attended each of the depositions identified below.

2. Attached hereto as **Exhibit 1** are true and correct excerpts from the Deposition of Nancy Reagh, taken in this matter on October 18, 2018.

3. Attached hereto as **Exhibit 2** are true and correct excerpts from the Deposition of Shawn Nunn, taken in this matter on September 18, 2018 and true and correct copies of exhibits from Nunn's deposition.

4. Attached hereto as **Exhibit 3** is a Stipulation of Fact executed by counsel for Triad and counsel for J.P.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: April 9, 2019

MATHENY SEARS LINKERT & JAIME LLP

By: /s/ Ronald E. Enabnit

RONALD E. ENABNIT, ESQ.
Attorneys for Defendant TRIAD FAMILY SERVICES

LAW OFFICES OF
MATHENY SEARS LINKERT & JAIME LLP
3638 AMERICAN RIVER DRIVE
SACRAMENTO, CALIFORNIA 95864

EXHIBIT 1

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

--oOo--

J.P. by and through his
Guardian Ad Litem, SHANNON
VILLANUEVA,

CERTIFIED COPY

Plaintiff,

Case:

-vs-

17-cv-05679-YGR

COUNTY OF ALAMEDA, DIANE
DAVIS MAAS, SUE MAY, TRIAD
FAMILY SERVICES, MARIA
REFUGIO MOORE, and DOES 1-
30 inclusive,

Defendants.

/

CONFIDENTIAL DEPOSITION OF NANCY REAGH

Volume 1

Thursday, October 18, 2018

Martinez, California

--oOo--

ATKINSON-BAKER, INC.

(800) 288-3376

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REPORTED BY: HEIDI J. RYDER, CSR NO. 10053

FILE NO.: AC0A7F8

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1 Most CEOs are business people, don't usually have
2 degrees. May have a business or organizational
3 psychology degree, but not a social work degree.

4 So I have always been blended. Mark,
5 previous to me, was also blended. He was an MSW and
6 then he was CEO and president of the board. So he
7 had the clinical expertise to oversee the program
8 and then the administrator functions to oversee the
9 program.

10 Q. Okay. So when you say "clinically," as I am
11 understanding it, you have from your MSW background
12 and experience of being through the ranks a
13 prospective different than the typical people in
14 your position as a CEO?

15 A. Correct. Correct. As a businessperson,
16 making sure insurance is paid and payroll is paid
17 and HR is followed.

18 Q. Right.

19 A. That has nothing to do the work of ensuring
20 children and families stay in compliance and are
21 safe and all of that.

22 Q. So when you say "compliance," I want to
23 understand what you mean by compliance.

24 Compliance with whom? Let's start there.

25 A. Well, our -- say community is not correct.

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1 Our businesses, nonprofit private foster
2 care agencies are all regulated by Title 22
3 regulations in the state. And we have different
4 regulations -- it's about that thick (indicating) --
5 of rules and regulations, things going into health
6 and safety codes from the State of California to
7 regulations particular to foster care. Some are
8 particular to group homes or agencies.

9 But all of those regulations, following
10 those regulations is called being in compliance.

11 Q. Okay. And so you must have gained enough of
12 an understanding of what those rules and regulations
13 are in order to ensure compliance; is that right?

14 A. Yes.

15 Q. Okay. To make sure things are in
16 compliance, can you give me an example or two of
17 what you do with relation to ensuring that there is
18 compliance in a day-to-day way?

19 A. In a day-to-day way in the agency itself?
20 In the foster home? There is layers.

21 Q. Well, let's start with the foster home. Are
22 you, as a CEO, still involved with ensuring
23 compliance of regulations of a foster home?

24 A. Only in the way that I make sure the forms
25 people are using are update with the latest

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1 Shawn. And it was the day -- she was taken to the
2 hospital as unresponsive. I got that call. And
3 then later in that day, I got, "Oh, and now she has
4 passed away."

5 Q. Okay.

6 (Discussion off of the record.)

7 (Lunch recess taken at 12:48 p.m.)

8 AFTERNOON SESSION 12:48 p.m.

9 EXAMINATION

10 BY MR. KESSLER (Resumed):

11 Q. So I am going to go over global stuff
12 relating to this.

13 This is a nonprofit corporation; is that
14 what it is?

15 A. Yes.

16 Q. And are there shareholders of it?

17 A. No. 503(c) [sic].

18 Q. I see.

19 Who determines the salaries of the staff?

20 A. The board.

21 Q. Okay. Can you tell me what the -- I would
22 like to go over the salaries of some folks from 2014
23 to '16 or so.

24 Can you tell me what your salary was in
25 2014, if you remember?

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1 Q. Okay. So counties will contact Triad for
2 placement of children in homes that are certified by
3 Triad; is that correct?

4 A. Yes.

5 Q. The -- would it be fair to say that the
6 county delegates Triad to choose the home within
7 their certified homes appropriate for children being
8 referred?

9 A. We offer homes, sometimes more than one
10 home, and then the county makes the children where
11 they would like the children to go.

12 Q. So there is a conversation between the
13 social worker, the placement worker from the county
14 and the placement worker for Triad relating to the
15 home, if there is a choice of homes?

16 A. Usually, yes. And, again, I haven't done
17 placements in a long time. Niasha does 99 percent
18 of that work. She has relationships with many
19 county workers. So many times they do call and
20 there is a conversation.

21 County workers now like to send stuff over
22 e-mail. Again, I don't follow up on those. So
23 there may be a conversation or not.

24 It has been my experience from when I used
25 to do this work or somebody was out for the day and

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1 Q. I see.

2 A. Overseeing the program, the foster care
3 program.

4 Q. Okay. All right. Then that's it.

5 EXAMINATION

6 BY MR. ENABNIT:

7 Q. You didn't delegate to Shawn while you were
8 hospitalized the authority for him to make new
9 policy, did you?

10 A. No.

11 Q. You didn't delegate the authority to enter
12 into contracts, did you?

13 A. No.

14 Q. You, as the CEO, have the authority to enter
15 into contracts, right?

16 A. Yes.

17 Q. So other than anything that I ever said to
18 you, excluding that, are you aware of any
19 information that San Joaquin County CPS or
20 San Joaquin County Human Services Agency ever
21 provided to Alameda County regarding that
22 October 3rd, 2015 ingestion by MM?

23 A. No.

24 Q. Have you ever worked for a foster family
25 agency that did any private foster placements?

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1 A. Yes.

2 Q. And what is a private foster placement?

3 A. Well, they are not taken away by the county
4 and the court doesn't have jurisdiction over the
5 parent. But the parents are saying I can't care for
6 my child, maybe temporarily, maybe permanently. I
7 want this agency to find a foster home for my child,
8 and they pay out of pocket for the services
9 rendered.

10 Q. In your experience, when that has happened,
11 what role, if any, does the county social service
12 agency or county Department of Child and Family
13 Services or county CPS have vis-a-vis that
14 placement?

15 A. None. It is not a court dependent case. It
16 is like voluntary placement.

17 MR. ENABNIT: All right. That's all I have.

18 MR. KESSLER: Okay. We're done. Thank you.

19 THE REPORTER: Copies orders, gentlemen?

20 MR. KESSLER: Yes.

21 (Time noted: 5:01 p.m.)
22
23
24
25

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Reporter's Certificate

STATE OF CALIFORNIA

SS.

COUNTY OF CONTRA COSTA

I, HEIDI J. RYDER, a Certified Shorthand Reporter licensed by the State of California, and empowered to administer oaths and affirmations pursuant to Section 2093(b) of the Code of Civil Procedure, do hereby certify:

That the witness was present at the time and place herein set forth and was by me sworn to testify as to the truth; that the said proceedings were recorded stenographically by me and were thereafter transcribed by me via computer-assisted transcription; that the foregoing deposition is a true record of the proceedings which then and there took place; that I am a disinterested person to said action.

IN WITNESS WHEREOF, I have subscribed my name on November 6, 2018.

HEIDI J. RYDER, CSR 10053

Reporter's Certificate

STATE OF CALIFORNIA

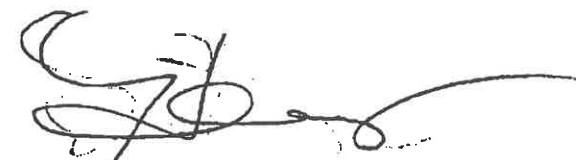
ss.

COUNTY OF CONTRA COSTA

I, HEIDI J. RYDER, a Certified Shorthand Reporter licensed by the State of California, and empowered to administer oaths and affirmations pursuant to Section 2093(b) of the Code of Civil Procedure, do hereby certify:

That the witness was present at the time and place herein set forth and was by me sworn to testify as to the truth; that the said proceedings were recorded stenographically by me and were thereafter transcribed by me via computer-assisted transcription; that the foregoing deposition is a true record of the proceedings which then and there took place; that I am a disinterested person to said action.

IN WITNESS WHEREOF, I have subscribed my name.



HEIDI J. RYDER, CSR 10053

Signature Requested

EXHIBIT 2

Atkinson-Baker, Inc.
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U.S. DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

- - -

J.P. by and through his Guardian
Ad Litem, SHANNON VILLANUEVA,

CERTIFIED COPY

Plaintiff,

vs.

No. 4:17-cv-05679-YGR

COUNTY OF ALAMEDA, DIANE DAVIS
MAAS, SUE MAY, TRIAD FAMILY
SERVICES, MARIA REFUGIO MOORE,
and DOES 1-30, inclusive,

Defendants.

VIDEOTAPED CONFIDENTIAL DEPOSITION

OF TRIAD FAMILY SERVICES

BY AND THROUGH SHAWN NUNN

SAN LEANDRO, CALIFORNIA

TUESDAY, SEPTEMBER 18, 2018

Atkinson-Baker, Inc.

Court Reporters
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REPORTED BY JOANNE BALBONI, CSR NO. 10206

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1 FILE NO.: AC08C6A

2 U.S. DISTRICT COURT

3 NORTHERN DISTRICT OF CALIFORNIA

4 - - -

5 J.P. by and through his Guardian
6 Ad Litem, SHANNON VILLANUEVA,

7 Plaintiff,

8 vs.

No. 4:17-cv-05679-YGR

9 COUNTY OF ALAMEDA, DIANE DAVIS
10 MAAS, SUE MAY, TRIAD FAMILY
SERVICES, MARIA REFUGIO MOORE,
and DOES 1-30, inclusive,

11 Defendants.
12 _____/

13
14
15
16
17 Videotaped deposition of SHAWN NUNN, taken on
18 behalf of Plaintiff, at 68 Monarch Bay Drive, San
19 Leandro, California, commencing at 10:25 a.m., Tuesday,
20 September 18, 2018, before Joanne Balboni, CSR No.
21 10206.
22
23
24
25

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I N D E X

WITNESS: SHAWN NUNN

Examination	Page
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EXHIBITS

PLAINTIFF'S

NUMBER	DESCRIPTION	PAGE
A-	Document entitled "Triad Family Services Policy and Procedures"	6
B-	Document entitled "Triad Family Services Complaints & Allegations Fact Sheet"	6
C-	Document entitled "Placement Agency - Foster Family Agency Agreement"	6
D-	Document entitled "Foster Care Social Worker - CA (Full Time) Classification"	6
E-	Document entitled "Triad Family Services Policy and Procedure, Subject: Personnel"	68
F-	Document entitled "Jeremyah Palacios, DOB: 05-29-10, DOP: 10-01-15"	70
G-	Document entitled "Mariah Mustafa, DOB: 10-02-12, DOP: 10-01-15"	70
H-	Document entitled "Certificate of Approval (For certified family homes)" Bates stamped TFS000137	79
I-	Document entitled "Certificate of Approval (For certified family homes)" Bates stamped TFS000143	87

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1	Q. Okay. Can you spell Hoglund?	11:35:37
2	A. I don't know how to spell her name.	11:35:37
3	Q. Okay. So you mentioned how you are involved	11:35:50
4	with the policy and procedure discussions in relation to	11:35:56
5	the group and with Nancy Reage.	11:36:00
6	Can you tell me how Nancy Reage is involved	11:36:03
7	with the other functions that you do as a director?	11:36:06
8	A. I communicate with her staffing issues. I	11:36:10
9	communicate issues with the homes or the individual	11:36:14
10	children as needed.	11:36:18
11	Q. Now, Triad, would it be fair to describe it as	11:36:21
12	an organization that basically requires a contact and	11:36:33
13	supervision with children?	11:36:39
14	A. Correct.	11:36:41
15	Q. So the clients are -- let me not use the word	11:36:41
16	"clients." You work with families that are going to be	11:36:58
17	available for placements, right? You work with agencies	11:37:00
18	that would place children in the home --	11:37:07
19	MR. ENABNIT: Objection; vague and ambiguous --	11:37:11
20	BY MR. KESSLER:	11:37:12
21	Q. -- is that right?	11:37:12
22	MR. ENABNIT: -- as to agency.	11:37:13
23	MR. KESSLER: Okay. I'll rephrase it. That's	11:37:16
24	a good objection.	11:37:17
25	Q. How do you get the children to be placed?	11:37:18

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1	A. Counties.	11:37:21
2	Q. Okay. What counties?	11:37:22
3	A. Alameda County, Contra Costa County, San	11:37:27
4	Joaquin County, Sacramento County, Fresno County,	11:37:32
5	Stanislaus County.	11:37:36
6	Q. Okay. So there's a process where you would be	11:37:38
7	contacted or Triad would be contacted to place a child	11:37:44
8	from those counties in one of your homes that are	11:37:48
9	certified, correct?	11:37:52
10	A. Correct.	11:37:54
11	Q. Okay. So when a county places children, are	11:37:55
12	they the ones that pay for those placements, or do you	11:38:07
13	get payment from other sources?	11:38:11
14	A. I believe that might come from the state.	11:38:13
15	Q. Okay. What makes you believe it comes from the	11:38:21
16	state?	11:38:23
17	A. I don't know. I just think that's where it	11:38:24
18	might come from.	11:38:27
19	Q. Okay. All right. But wherever it comes from,	11:38:28
20	when a child is placed in Triad, money comes in for that	11:38:32
21	child's placement?	11:38:40
22	A. Correct.	11:38:40
23	Q. Okay. Other than cities or counties or other	11:38:40
24	that you mentioned, do you have placements made	11:38:45
25	privately through private individuals?	11:38:49

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1	A. No. And we don't get placements from cities.	11:38:51
2	Q. Okay. So when a county contacts you that they	11:38:54
3	have a child or children to be placed, they then are	11:39:05
4	delegating to you the test to place those children in a	11:39:09
5	home that you've certified? Is that how it works?	11:39:14
6	A. No. They require us to submit them a home	11:39:17
7	study of the potential home.	11:39:21
8	Q. Okay.	11:39:21
9	A. They would evaluate that and make a decision if	11:39:24
10	that's what they want to choose.	11:39:26
11	Q. So they are the ones who choose the homes to be	11:39:28
12	placed ultimately? They are the ultimate party?	11:39:32
13	A. Yeah.	11:39:36
14	Q. Okay. So when you send the home study, do you	11:39:37
15	give them a choice, or do you say, "We've decided this	11:39:44
16	is the right place. We are looking for your approval"?	11:39:47
17	A. It's typically one. On a rare occasion, maybe	11:39:51
18	two, but usually it's one home, yes.	11:39:55
19	Q. Okay. When you do this, is the social worker	11:39:59
20	from the county the one with whom you communicate	11:40:04
21	relating to this placement?	11:40:07
22	MR. ENABNIT: So I'm going to object that your	11:40:09
23	question presumes one social worker only from the	11:40:11
24	county. Vague and ambiguous. You can answer.	11:40:15
25	BY MR. KESSLER:	11:40:19

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1	Q. Is there a social worker from the county that	11:40:19
2	you communicate with relating to that particular	11:40:21
3	placement or choice?	11:40:24
4	A. It's typically the placement department.	11:40:25
5	Q. The placement department from Triad, or the	11:40:28
6	placement department from the county?	11:40:32
7	A. From the county.	11:40:33
8	Q. I see. All right.	11:40:34
9	A. And I can't speak on what they do from there.	11:40:39
10	Q. All right. So do you remember the employees	11:40:42
11	that worked there at Triad in the Lathrop office in	11:40:57
12	October of 2015?	11:41:02
13	A. I think so.	11:41:04
14	Q. Who?	11:41:05
15	A. Marie Hoglund, Joanne Willis. I believe	11:41:06
16	Stephanie was there, Amy Rose.	11:41:14
17	Q. Are they two separate people, Amy and Rose?	11:41:25
18	A. Yeah. They are the same person. Rose is her	11:41:28
19	last name.	11:41:32
20	Q. Oh.	11:41:33
21	A. I think that's about it.	11:41:37
22	Q. So I'm going to go through some of the names	11:41:39
23	you mentioned.	11:41:43
24	Joanne, is that Joanne Willis.	11:41:44
25	A. Correct.	11:41:47

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1	Q. Well, you've had an opportunity to look at it	12:08:34
2	over?	12:08:36
3	A. Yeah.	12:08:36
4	Q. Does it accurately reflect what it represents	12:08:37
5	in this document as what the respective roles were of	12:08:40
6	the Department of Social Services, Community Care	12:08:44
7	Licensing, and Triad Family Services in October of 2015?	12:08:50
8	A. It is designed for the foster parents to have	12:08:58
9	an overview, not for the social workers.	12:09:02
10	Q. Okay. But is this your understanding of the	12:09:07
11	information that was provided to the foster parents --	12:09:09
12	A. Right.	12:09:09
13	Q. -- relating to those respective roles in	12:09:13
14	October of 2015?	12:09:16
15	A. Correct.	12:09:17
16	Q. In looking at that, does it accurately reflect	12:09:17
17	your understanding generally of the respective roles of	12:09:23
18	these three entities?	12:09:26
19	A. Yes.	12:09:29
20	Q. I'm sorry?	12:09:29
21	A. Yes.	12:09:32
22	Q. All right. And then looking at Exhibit C for	12:09:33
23	identification, do you recognize that?	12:09:42
24	A. Yes, I do.	12:09:43
25	Q. What is it?	12:09:44

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1	A. It's our placement agreement.	12:09:45
2	Q. Is this an agreement that was used in all cases	12:09:47
3	in October of 2015 for placements of children in your	12:09:51
4	certified homes?	12:09:57
5	A. Yes.	12:09:57
6	Q. Okay. Did you have an opportunity to review	12:09:58
7	it?	12:10:04
8	A. Yeah.	12:10:04
9	Q. Does it appear that the items stated in this	12:10:05
10	agreement accurately reflect what the agreement was	12:10:11
11	between the agency stated here? And I'm going to	12:10:17
12	specify on one column on the left, it appears to be	12:10:20
13	referring to the placement agency. And on the other	12:10:24
14	column, it states, "Foster family agency." So I'll go	12:10:27
15	one at a time.	12:10:33
16	With regard to the column that talks about the	12:10:34
17	agreements of the placement agency, is that your	12:10:36
18	understanding of what was the agreement with relation to	12:10:39
19	placements in October of 2015?	12:10:43
20	A. Yes.	12:10:46
21	Q. With relation to what the agreement is relating	12:10:46
22	to, the services and responsibilities of the foster	12:10:52
23	family agency, and in this case, Triad, in 2015, did	12:10:56
24	this accurately reflect what those responsibilities	12:11:00
25	were?	12:11:03

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1	A. Yes.	12:11:04
2	Q. Okay. Thank you.	12:11:04
3	And now looking at item D, do you recognize	12:11:09
4	that?	12:11:15
5	A. Yes.	12:11:15
6	Q. What is it?	12:11:17
7	A. It looks to be a description of the position.	12:11:20
8	Q. Did you have an opportunity to look it over?	12:11:24
9	A. I did.	12:11:25
10	Q. And in this document that's entitled "The	12:11:26
11	Foster Care Social worker - CA (full-time)," there's a	12:11:32
12	title head that says "Duties" with a list of 13 items on	12:11:37
13	the front side.	12:11:37
14	Did you look those over?	12:11:52
15	A. I did.	12:11:54
16	Q. Do they accurately reflect what the duties of a	12:11:56
17	social worker in Triad were at the time of October of	12:11:59
18	2015?	12:12:02
19	A. Yes.	12:12:04
20	Q. Okay. Looking at the other side, with regard	12:12:05
21	to qualifications, were these the qualifications that	12:12:09
22	were required of a social worker position in October of	12:12:12
23	2015?	12:12:15
24	A. Yeah, I guess, yes.	12:12:17
25	MR. KESSLER: Okay. All right. Just out of	12:12:21

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1	general neglect, right?	13:50:52
2	A. Not that I'm aware of.	13:50:56
3	Q. So that's not your experience? You never	13:50:57
4	received that type of information from CCL?	13:50:59
5	A. Not that I'm aware of, no.	13:51:01
6	Q. And there was nothing in writing from CCL, or	13:51:03
7	it was all verbal at this time?	13:51:05
8	A. I believe so, yes.	13:51:06
9	Q. Okay. Was it your practice that you would call	13:51:07
10	CCL to find out about a home that you were reviewing for	13:51:18
11	approval?	13:51:23
12	A. Yeah. We went through that earlier. We are	13:51:23
13	mandated to call CCL. We are also mandated to call the	13:51:27
14	previous foster agencies if they were certified prior.	13:51:31
15	Q. So that mandate existed in October of 2015?	13:51:35
16	A. Yes, it did.	13:51:38
17	Q. Well, it looks like this happened in September	13:51:40
18	of 2015. So that would be true then as well, right?	13:51:45
19	A. Correct.	13:51:49
20	Q. Okay. So from this Exhibit H, it appears that	13:51:54
21	the home was approved effective September 9th of 2015;	13:51:59
22	is that right?	13:52:04
23	A. Defective?	13:52:04
24	Q. Effective.	13:52:07
25	A. Effective?	13:52:08

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1	Q. Right.	13:52:10
2	A. Yeah.	13:52:10
3	Q. So being effective means from that day forward,	13:52:10
4	kids can be placed in that home? Is that what that	13:52:15
5	means?	13:52:18
6	A. Yeah.	13:52:18
7	Q. Okay. Do you recall what information you	13:52:19
8	received from CCL relating to Maria Moore before placing	13:52:23
9	this, before certifying for approval?	13:52:28
10	A. I don't remember.	13:52:30
11	Q. Do you keep notes or any records in Triad	13:52:30
12	relating to communications with CCL about what they tell	13:52:36
13	you?	13:52:40
14	A. Yep, absolutely.	13:52:40
15	Q. Where would those notes be?	13:52:41
16	A. In the home binder.	13:52:43
17	Q. The home binder being the binder relating to	13:52:45
18	Maria Moore?	13:52:48
19	A. Maria Moore.	13:52:49
20	Q. Okay. Wait a second.	13:52:51
21	A. It should be towards the back.	13:53:41
22	Q. What's that?	13:53:42
23	A. It should be towards the back of it.	13:53:43
24	MR. KESSLER: Hold on a second. I'm going -- I	13:54:00
25	have this copy that I want to get marked.	13:54:33

PLACEMENT AGENCY - FOSTER FAMILY AGENCY AGREEMENT **CHILD PLACED BY AGENCY IN FOSTER FAMILY AGENCY**

NAME OF CHILD

FFA NAME

TRIAD FAMILY SERVICES

BIRTH DATE OF CHILD

DATE PLACED WITH FFA

CASE NUMBER

DATE FIRST ENTERED FOSTER CARE

The Placement Agency will pay \$ _____ per month in return for the above named child's care and supervision as defined in Welfare and Institutions Code 11460 and other applicable law and regulations. First payment to be made within 45 days after placement with subsequent payments to be made monthly.

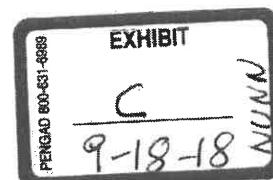
PLACEMENT AGENCY AGREES TO

1. Provide the Foster Family Agency (FFA) with knowledge of the background and needs of this child. This shall include but not be limited to the social work assessment, medical reports, educational assessments, psychiatric/psychological evaluations and identification of special needs. This shall be made available to the FFA within 14 days from date of placement.
2. Inform the FFA, before placement, of this child's behaviors and proclivities that might be harmful to others (including pets) in the home, school or neighborhood.
3. Work with the FFA in the development and progress of a needs and services plan. The county placing agency will notify and invite the FFA to participate in any child and family team meetings to discuss the child's needs and services plan.
4. Work with FFA staff toward successful completion of the child's needs and services plan, a positive placement outcome and timely permanency for the child. Provide the FFA a JV 220A, Prescribing Physician's Statement, if applicable, and subsequent renewals.
5. Work together with the FFA to develop and maintain positive relationships with the child's parents (or guardians) and other family members, and cooperate with the reunification process, e.g. provide written information regarding a child's medical and transportation needs.
6. Maintain contact with the child monthly or as specified in the child's approved case plan.
7. Continue paying for the child's care as long as the child remains in placement or in the absence of the child the placing agency asks the FFA to retain an open placement.
8. Provide a Medi-Cal card or other medical coverage and a Medical Consent form signed by the child's parents, legal guardian or court at the time of placement.
9. Inform the FFA of its clothing allowance policy and provide the funding consistent with those policies or any revised policies.
10. Pay for medical costs incurred prior to the establishment of Medi-Cal eligibility.
11. Verify and remit/reconcile any underpayments within 45 days of FFA notification of such underpayments.
12. Notify the FFA within 12 months of suspected overpayments, in accordance with applicable laws and regulations.
13. Provide for arrangements for school of origin travel as appropriate.
14. Provide a contact telephone number for emergencies and after business hours:

Emergency # (916) 572-7157

FOSTER FAMILY AGENCY AGREES TO

1. Provide this child with foster parent(s) who have been certified to care for the child's needs in accordance with applicable laws and regulations and educational stability requirement.
2. Conform to applicable Title 22, Division 6 regulations and all laws governing foster care.
3. Notify the placing agency within 24 hours (unless there is a separate written agreement with the placing agency) by phone, followed in writing of significant changes in the child's health, behavior or location as well as significant issues including suspected physical or psychological abuse, death, injury, unusual incidents, absence of a child, placement issues and school non-attendance and all items listed under Section 80061 of Title 22, Division 6.
4. Work together with the placing agency to encourage the maintenance of the familial-child relationship and include the child's family members, as indicated in the needs and services plan, in treatment planning and/or child and family teams whenever possible and cooperate with the reunification process.
5. Use constructive alternative methods of discipline; not use corporal punishment; deprivation of meals, monetary allowances, visits from parents, or home visits; threat of removal or any degrading or humiliating punishment.
6. Respect and keep confidential information given about this child and his/her family.
7. Work with the placing agency to develop and submit to them a needs and services plan that develops an understanding of the responsibilities, objectives and requirements of the agency in regard to the care of this child, including the information listed on the reverse side of this form, within 30 days of placement of the child. The needs and services plan shall be updated at least every six months.
8. Written progress reports shall be provided at least every six months or more frequently by mutual agreement.
9. Give placing agency 7 day notice of intent to discharge or move this child. Notify the placing agency of any intended move of this child between certified homes prior to the move. The FFA has the authority to move a child in the case of imminent risk to the child or family. The FFA shall notify the placing agency within 24 hours of such move.
10. FFA social worker shall visit this child in private in their foster home at least once per calendar month and provide documentation of these visits to the placing agency caseworker/probation officer on a flow basis every month as visits are completed.
11. Provide state and federal agencies access to records as provided by state and federal law.
12. Notify the placing agency if the child receives any source of income such as income from work, SSI, SSA, child support, etc. Notify the county of any property the child obtains, including bank accounts. (It will be the county's responsibility to verify the income/property.)
13. Follow any requirements associated with the county's clothing allowance policy and procedures.
14. Remit any overpayment in full to the county welfare department upon receipt of a notice of action or following the completion of due process.
15. Inform county upon discovery of any apparent overpayment.
16. Immediately notify the placing agency of any changes to the child's educational travel arrangements (if applicable) including a change in certified homes.



STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

Initial needs and services plan summary shall include:

- A. Medical and Dental needs
- B. Psychological/psychiatric evaluation obtained or scheduled
- C. Staffing review summaries
- D. Educational assessment
- E. Peer adjustment
- F. Relationship to adults
- G. Involvement in recreation programs
- H. Behavior Problems
- I. Short-term treatment objectives (goals established for next 3 months)
- J. Long-range goals including anticipated length of placement
- K. Tasks planned to reach objectives and goals and who will be performing these tasks, including agency service activity
- L. Identification of unmet needs
- M. Involvement of child and his parents in the treatment program

Periodic update of needs and services plan shall include:

- A. Current status of child's physical and psychological health as well as confirmation of medical and dental exams
- B. Reassessment of child's adjustment to the foster home, treatment program, peers and school
- C. Progress toward short-term objectives and long-range goals including tasks which have been performed to reach these objectives and goals
- D. Reassessment of unmet needs and efforts made to meet these needs
- E. Modification of treatment plan, tasks to be performed and anticipated length of placement
- F. Involvement of child and his parents in treatment program

By this signature I attest that I have read this agreement and agree to fulfill these requirements and I am authorized on behalf of my agency to sign this. The terms of this agreement shall remain in force until changed by mutual consent, in writing, of both parties.

CHILD'S PLACEMENT WORKER REPRESENTATIVE'S NAME		PHONE ()	
PRINT:	SIGNATURE:		
COUNTY AND NAME OF AGENCY	TITLE	DATE	
FOSTER FAMILY AGENCY REPRESENTATIVE'S NAME		PHONE (510) 222-2666	
PRINT:	SIGNATURE:		
NAME OF AGENCY TRIAD FAMILY SERVICES	TITLE PLACEMENT COORDINATOR	DATE	
FFA ADDRESS 1901 ROYAL OAKS DRIVE, SUITE #100 SACRAMENTO CALIFORNIA 95815-4235			

TFS000114

STATE OF CALIFORNIA-HEALTH AND HUMAN SERVICE AGENCY

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
COMMUNITY CARE LICENSING**CERTIFICATE OF APPROVAL**
(For certified family homes)

Note: The Community Care Facilities Act beginning with Section 1500 of the California Health and Safety Code authorizes the State Department of Social Services to license agencies to engage in home finding functions. The Foster Family Agency listed below is authorized by the Community Care Licensing Division of the State Department of Social Services to recruit, train, select and certify for exclusive use certain homes that meet state licensing standards and are suitable for the Foster Family Agency's placement need. A residential home selected and approved for exclusive use for the reception and care of children placed by the Foster Family Agency is exempt from the requirement of licensure, but must otherwise meet licensing standards. This form is used as an authorization by the Foster Family Agency to verify that a selected home is certified for exclusive placement. The original is to be posted or maintained in the home. A copy shall be maintained in file at the agency.

In accordance with applicable provisions of the Health and Safety Code of California and regulations of the California State Department of Social Services, the licensed Foster Family Agency shown below hereby grants certification to:

Home Provider: Maria Moore
5014 Kimball Hill Cir.
Home Address: Stockton, CA 95210

to receive and provide care for children placed by the agency.

This Certificate of Approval:

1. Does not permit the acceptance of children for care from any other agency, individual, parent or guardian.
2. Is not transferable; is limited to the terms of the certificate, and is valid for one year, but may be terminated earlier at the discretion of the Foster Family Agency.
3. Is granted upon the following conditions:

Capacity: 4* Age Range of Youth: 0-18

Ambulatory Status of Home: Ambulatory

Client Preferences: Male/Female

Specific Limitations: None.

Effective Date: 9-9-15 Expiration Date: 9-9-16

I hereby certify that the above named facility meets the licensing standards in California Administrative Code, Title 22, Division 6.

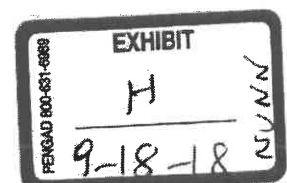
Triad Family Services
Foster Family Agency

397005591
License Number

17259 Golden Valley Parkway

Lathrop, CA 95330
Address

Shawn Nunn
Foster Family Agency Representative
Director: Shawn Nunn, M.A.



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REPORTER'S CERTIFICATE

I, JOANNE BALBONI, CSR No. 10206, Certified
Shorthand Reporter, certify:

That the foregoing proceedings were taken before
me at the time and place therein set forth, at which
time the witness was put under oath by me;

That the testimony of the witness, the questions
propounded, and all objections and statements made at
the time of the examination were recorded
stenographically by me and were thereafter transcribed;

That the foregoing is a true and correct
transcript of my shorthand notes so taken.

I further certify that I am not a relative or
employee of any attorney of the parties, nor financially
interested in the action.

I declare under penalty of perjury under the
laws of California that the foregoing is true and
correct. Witness will not read and sign.

Dated this 4th day of October, 2018


JOANNE BALBONI, CSR No. 10206.



EXHIBIT 3

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Attorneys for Defendant TRIAD FAMILY
SERVICES

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

J.P., by and through his Guardian ad
Litem, SHANNON VILLANUEVA

Plaintiffs,

v.

COUNTY OF ALAMEDA, DIANE
DAVIS MAAS, SUE MAY, TRIAD
FAMILY SERVICES, MARIA REFUGIO
MOORE, and DOES 1-30, inclusive,

Defendants.

Case No. 4:17-cv-05679-YGR (SK)

**STIPULATION OF FACT FOR THE
LIMITED PURPOSE OF TRIAD FAMILY
SERVICES' MOTION FOR SUMMARY
JUDGMENT**

Date: June 18, 2019

Time: 2:00 p.m.

Place: Courtroom 1 – 4th Floor, Oakland
Courthouse, 1301 Clay Street,
Oakland, CA

Judge: Hon. Yvonne Gonzalez Rogers

Complaint filed: October 2, 2017

Trial Date: TBD


Complaint filed: October 2, 2017

Defendant TRIAD FAMILY SERVICES (“TRIAD”) and plaintiff J.P., by and through their
respective counsel, hereby stipulate to, and will not dispute, the following fact, for the limited
purpose only of TRIAD’S Motion for Summary Judgment: Plaintiff J.P. did not observe or witness

1 his sister M.M. ingesting (such as taking, smoking, eating or imbibing) the drug/substance which
2 caused M.M.'s death on October 16, 2015.

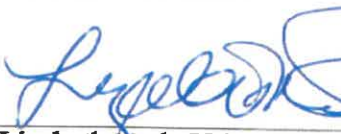
3
4 Dated: March 3rd, 2019

MATHENY SEARS LINKERT & JAIME LLP

6
7 By: 
8 Ronald E. Enabnit, ESQ.
9 Attorneys for Defendant TRIAD FAMILY
10 SERVICES

11
12 Dated: March 12th, 2019

SCOTT LAW FIRM

13
14 By: 
15 Lizabeth N. de Vries, ESQ.
16 Attorneys for Plaintiff J.P.

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